

BANNING LLP

William L. Banning, CA State Bar No. 75757

wbanning@banningllp.com

Jessica L. Voss, CA State Bar No. 247033

jvoss@banningllp.com

402 West Broadway, Suite 1790

San Diego, California 92101

Telephone: (619) 230-0030

Facsimile: (619) 230-1350

Attorneys for Plaintiffs,

PEDRO HERNANDEZ ROBLES

and JOSE IGNACIO RUIZ TARANGO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

'10 CV 1 195 H

BGS

PEDRO HERNANDEZ ROBLES
and JOSE IGNACIO RUIZ TARANGO

Plaintiffs,

vs.

M/Y NICE TRY (ex. ON THE EDGE),
U.S.C.G. Official Number 1110009, her
engines, tackle, apparel, furniture, and
appurtenances, *in rem*, SCOTT PFEIFFER, a
citizen of Arizona, IRA RONALD
CADWELL, an individual of unknown
citizenship, ON THE EDGE, LLC, an
Arizona Limited Liability Company,
SONORA WEST DEVELOPMENT, INC.,
an Arizona corporation, *in personam* and
DOES 1 through 20, inclusive,

Defendants.

Case No.

**SEAMEN'S VERIFIED
COMPLAINT FOR JONES ACT
NEGLIGENCE,
UNSEAWORTHINESS,
MAINTENANCE AND CURE,
UNPAID WAGES, FRAUD,
INTERFERENCE WITH
PROSPECTIVE ADVANTAGE,
DEFAMATION, INTENTIONAL
AND NEGLIGENT
INFLECTION OF EMOTIONAL
DISTRESS****DEMAND FOR JURY TRIAL****I.****GENERAL ALLEGATIONS**

1. Jurisdiction is based on 46 U.S.C. § 30104, (formerly 46 U.S.C. § 688), ("Jones Act"), Diversity Jurisdiction under 28 U.S.C. §1332 and the Admiralty and Maritime Jurisdiction of this Court under 28 U.S.C. §1333. This action is also

Seamen's Verified Complaint Jones Act Negligence, Unseaworthiness, Maintenance and Cure, Unpaid Wages, Fraud, Interference with Prospective Advantage, Defamation, Intentional and Negligent Inflection of Emotional Distress; Demand for Jury Trial

CASE NO.

1 brought under Federal Rules of Civil Procedure, Rules B, C and E of the
2 Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions
3 (“Supplemental Rules”).

4 2. Plaintiff PEDRO HERNANDEZ ROBLES (“HERNANDEZ”) was at all
5 times herein mentioned a Jones Act seaman. HERNANDEZ is a citizen and resident
6 of Mexico.

7 3. Plaintiff JOSE IGNACIO RUIZ TARANGO (“RUIZ”) was at all times
8 herein mentioned a Jones Act seaman. RUIZ is a citizen and resident of Mexico.

9 4. As seamen, Plaintiffs are entitled under the provisions of 28 U.S.C.
10 §1916 to bring this action without prepayment of costs or posting of bond for the
11 arrest of the vessel Defendant.

12 5. Defendant M/Y NICE TRY (ex. ON THE EDGE) (“VESSEL”), is a
13 motor yacht documented under the flag of the United States as U.S. Coast Guard
14 Official Number 1110009. At all times herein mentioned, Defendant VESSEL was
15 afloat upon navigable waters of the Pacific Ocean. The VESSEL is a fiberglass
16 hulled motor yacht of 82 gross tons. The VESSEL’s hailing port is Paradise Valley,
17 Arizona. Plaintiffs are informed and believe that the VESSEL is or may be within
18 this district during the pendency of this action.

19 6. Plaintiffs are informed and believe that all times relevant Defendant ON
20 THE EDGE, LLC (“EDGE LLC”), held itself out to be an Arizona limited liability
21 company. EDGE LLC is the U.S. Coast Guard documented owner of the VESSEL.

22 7. Plaintiffs are informed and believe that Defendant SCOTT CHRISTIAN
23 PFEIFFER (“PFEIFFER”) is an individual, a resident of Scottsdale, Arizona and a
24 citizen of Arizona. Plaintiffs are informed and believe that PFEIFFER is the
25 managing agent of EDGE LLC and the president of Defendant SONORA WEST
26 DEVELOPMENT, INC. (“SONORA WEST”). At all times relevant, PFEIFFER was
27 the owner’s representative and manager of the VESSEL.

28 8. Plaintiffs are informed and believe that Defendant IRA RONALD

1 CADWELL ("CADWELL") is an individual, who owns a residence in Coronado,
2 California. Plaintiffs are informed and believe that PFEIFFER is a co-owner of the
3 VESSEL and one of Plaintiffs' Jones Act employers.

4 9. Plaintiffs are informed and believe and based thereon allege that
5 Defendant SONORA WEST held itself out to be an Arizona Corporation.

6 10. Plaintiffs are ignorant of the true names and capacities of the Defendants
7 sued herein as DOES 1 through 20 and therefore Plaintiffs sue these Defendants by
8 such fictitious names. Plaintiffs will amend the Complaint to allege their true names
9 and capacities when ascertained. In the meantime, Plaintiffs are informed and believe
10 that each of the fictitiously-named Defendants are responsible in some manner for the
11 occurrences herein alleged, and that Plaintiffs' damages as herein alleged were legally
12 caused by such Defendants.

13 11. Plaintiffs are informed and believe that all of the Defendants, including
14 those sued as DOES 1 through 20, were and are the managing agents, agents, alter
15 egos, partners, joint venturers, co-owners, co-conspirators, principals, shareholders,
16 servants, employers, employees and the like of their co-Defendants, and in doing the
17 things hereinafter mentioned, were acting within the course and scope of their
18 authority as such managing agents, agents, alter egos, partners, joint venturers, co-
19 conspirators, principals, shareholders, servants, employers, and employees and the
20 like with the permission, ratification and/or consent of their co-Defendants and thus
21 are legally liable for punitive damages resulting from the acts or omissions of the
22 others.

23 12. At all times herein mentioned, the VESSEL was owned, operated,
24 managed, maintained, controlled, chartered and navigated by PFEIFFER,
25 CADWELL, EDGE LLC, SONORA WEST and DOES 1 through 20 ("OWNERS").
26 At all times herein, OWNERS employed the crew of the VESSEL including
27 Plaintiffs.

28 13. Plaintiffs are informed and believe that neither the individual or business

1 organization defendants nor the officers, managers or employees of the non-vessel
2 defendants are now within the district and that EDGE LLC and SONORA WEST do
3 not maintain an office within this district, but there is now or will be during the
4 pendency of this action certain goods, chattels, credits and effects belonging to or
5 claimed by the non-vessel Defendants within this district, including the VESSEL. By
6 and through their counsel, Plaintiffs have conducted an investigation and based upon
7 this investigation have concluded that Defendants cannot be found within the District
8 for the purposes of Rule B as set forth more fully in the Declaration of William L.
9 Banning filed herewith.

10 14. Venue is proper within this judicial district because OWNERS, at all
11 times relevant, did business with this district and regularly moored or docked the
12 VESSEL in this district.

13 15. On or on about September 15, 2008, HERNANDEZ and RUIZ were
14 serving aboard the VESSEL in Ensenada, Mexico as Jones Act seamen in full
15 compliance with the terms and conditions of their employment. HERNANDEZ and
16 RUIZ were owed wages, benefits and other compensation for their service aboard the
17 VESSEL. HERNANDEZ and RUIZ demanded payment of their wages, benefits and
18 other compensation but OWNERS wrongfully refused to pay them. On or about
19 September 15, 2008, OWNERS, without cause, intentionally or negligently hired
20 seamen and/or agents and ordered them to wrongfully discharge and force
21 HERNANDEZ and RUIZ from the VESSEL. On more than one occasion and on or
22 after September 15, 2008, with the consent and direction of OWNERS, PFEIFFER
23 and said seamen and/or agents assaulted HERNANDEZ and RUIZ aboard the
24 VESSEL and threatened to kill HERNANDEZ and RUIZ if they did not leave
25 ("Incidents"). On at least one occasion during the Incidents, OWNERS and
26 PFEIFFER also battered HERNANDEZ. In addition to OWNERS hiring agents to
27 assault, batter and threaten HERNANDEZ and RUIZ, OWNERS set about to defame
28 HERNANDEZ and RUIZ so that they could never again obtain employment as

1 seamen on other U.S. yachts like the VESSEL. All of these acts of OWNERS were
2 done in furtherance of the VESSEL's business.

3 II.

4 **FIRST CLAIM FOR RELIEF**

5 **(Jones Act by HERNANDEZ against OWNERS)**

6 16. HERNANDEZ refers to and by this reference incorporates as though
7 fully set forth herein each and every allegation contained in Paragraphs 1 through 15,
8 above.

9 17. On or after September 15, 2008, while the VESSEL was in the Port of
10 Ensenada, Mexico, HERNANDEZ was performing his regular duties aboard the
11 VESSEL when he was assaulted and battered by PFEIFFER and other seamen hired
12 by OWNERS during the Incidents. During the Incidents PFEIFFER and OWNERS'
13 agents threatened HERNANDEZ's life. The conduct of PFEIFFER and OWNERS
14 was not only negligent and reckless but intentional, extreme and outrageous in a
15 number of ways, including, but not limited to, the following:

- 16 a. Failing to provide Plaintiff with a reasonably safe place to which to
17 work;
- 18 b. Failing to properly supervise its employees;
- 19 c. Failing to exercise ordinary care under the circumstances to have the
20 VESSEL's training, equipment and work methods in such a condition
21 that HERNANDEZ would be able to perform his duties with reasonable
22 safety;
- 23 d. Failing to abide by safety laws, regulations, statutes and customs and
24 practice necessary for safety at sea, including failing to provide sufficient
25 means for HERNANDEZ to be safe from intruders in port;
- 26 e. Utilizing an unsafe work method that resulted in HERNANDEZ being
27 assaulted and battered by OWNERS' agents;
- 28 f. Failing to warn HERNANDEZ in time to prevent assault and batteries;

- 1 g. Failure to provide adequate safety and security measures;
- 2 h. Allowing dangerous or unsafe work or manner of work;
- 3 i. Negligent orders, instructions or suggestions by PFEIFFER;
- 4 j. Failing to correct known dangerous conditions;
- 5 k. Failing to conduct a job hazard analysis; and,
- 6 l. Negligently hiring seaman or agents with a known vicious propensity for
- 7 violence.

8 18. The foregoing acts or omissions occurred with either legal malice or the
9 intentional or conscious disregard for the safety and rights of HERNANDEZ.

10 19. As a legal result of the aforesaid negligent, reckless or intentional acts
11 and omissions, among others, OWNERS breached the duty of care they owed to
12 HERNANDEZ.

13 20. As a legal result of OWNERS' negligence, recklessness and intentional
14 acts and omissions, HERNANDEZ sustained serious and grievous physical and
15 emotional injuries.

16 21. As a further legal result of OWNERS' negligence, recklessness or
17 intentional acts and omissions, HERNANDEZ has sustained and will continue to
18 sustain damages, including and without limitation, general non-economic damages,
19 special economic damages, punitive damages, medical expenses, life care expenses,
20 emotional distress and pain and suffering, loss of Found, all of which will be
21 established at trial according to proof.

22 22. As a further legal result of OWNERS' negligence, recklessness and
23 intentional acts and omissions, HERNANDEZ lost and will continue to lose wages,
24 earnings, income, and earning capacity, which will be established at trial according to
25 proof.

26 23. HERNANDEZ suffered severe emotional distress with physical
27 manifestation or harm as a result of the assault, battery and/or threats on his life made
28 by OWNERS, and their agents. Said conduct by OWNERS, and its agents was

1 extreme and outrageous and intentionally or recklessly intended to cause physical
2 harm and severe emotional distress to HERNANDEZ.

3 24. As a legal result of said negligent, reckless and intentional extreme and
4 outrageous conduct, HERNANDEZ has suffered physical harm, severe emotional
5 distress and physical manifestation thereof and will continue to suffer same resulting
6 in economic and non-economic damages in an amount to be proven at trial.

7 **III.**

8 **SECOND CLAIM FOR RELIEF**

9 **(Unseaworthiness by HERNANDEZ against All Defendants)**

10 25. HERNANDEZ refers to and by that reference incorporates as though
11 fully set forth herein each and every allegation contained in paragraphs 1 through 24,
12 above.

13 26. At all times herein relevant, HERNANDEZ was acting in the service of
14 Defendants and was performing duties of the type traditionally performed by a
15 seaman.

16 27. At the time and place alleged herein, by the provisions of the General
17 Maritime Law of the United States, Defendants and their agents, employees and
18 servants warranted to HERNANDEZ that the VESSEL, its decks, gear, equipment,
19 appurtenances, tools, crewmembers and work methods were seaworthy and in
20 compliance with applicable laws, statutes and regulations enacted for the safety of the
21 crew.

22 28. Defendants, and each of them, breached this warranty in that the
23 VESSEL its decks, gear, equipment, appurtenances, tools, safety equipment, crew
24 members and work methods were neither seaworthy nor in compliance with
25 applicable laws, rules and regulations enacted for the safety of the crew. Further the
26 acts of negligence set forth herein above were of such a duration as to become
27 conditions of the VESSEL and therefore were further breaches of the warranty of
28 seaworthiness. Further, said unseaworthy conditions were the result of either legal

malice or the intentional or conscious disregard for the safety and rights of
HERNANDEZ.

29. As a legal result of these alleged breaches, HERNANDEZ sustained the injuries as set forth herein suffering the general non-economic and special economic damages as set forth herein. As a further legal result HERNANDEZ is entitled to recover punitive damages against Defendants.

IV.

THIRD CLAIM FOR RELIEF

(Maintenance and Cure - HERNANDEZ Against All Defendants)

30. HERNANDEZ refers to and by that reference incorporates as though fully set forth herein each and every allegation contained in paragraphs 1 through 29, above.

31. By reason of the Incidents set forth in the allegations above, HERNANDEZ became injured or ill and was disabled from resuming his job as a captain. Because of the serious and grievous injuries suffered by HERNANDEZ while in the service of the VESSEL, he was entitled to receive from Defendants prompt and adequate maintenance and cure. Defendants failed to provide promptly all maintenance and cure owed. As a legal result of the aforementioned failure of Defendants to provide promptly all maintenance and cure owing, HERNANDEZ's illness and injuries have been worsened thereby entitling him to recover all resulting damages and expenses, including pain and suffering and additional medical expenses as well as attorneys' fees and costs and other consequential special economic and general non-economic damages. Further, as a result of the aforesaid failure to pay promptly all maintenance and cure owing, HERNANDEZ has a senior maritime lien against the VESSEL.

32. Further, Defendants' failure to provide promptly all maintenance and cure owed has been done willfully and arbitrarily. As a legal result, HERNANDEZ is entitled to recover reasonable attorneys' fees and costs. For the purposes of the claim

1 herein, recoverable attorneys' fees and costs include all reasonable attorneys' fees and
2 costs expended on this case that are not solely related to the Jones Act and
3 Unseaworthiness claims herein above alleged.

4 33. In failing or refusing to provide prompt maintenance and cure owed,
5 Defendants were guilty of oppression, fraud or malice and/or acted intentionally or
6 with a conscious disregard for the rights and well being of HERNANDEZ. As a
7 result, HERNANDEZ is entitled to recover punitive damages against Defendants.

8 V.

9 **FOURTH CLAIM FOR RELIEF**

10 **(Unpaid Seaman's Wages and Other Damages - By Plaintiff HERNANDEZ Against**
11 **all Defendants)**

12 34. HERNANDEZ refers to and by that reference incorporates as though
13 fully set forth herein each and every allegation contained in Paragraphs 1 through 33,
14 above.

15 35. At all times relevant, HERNANDEZ fully, competently and faithfully
16 performed service as a seaman for the VESSEL and satisfied all terms and conditions
17 of his employment by Defendants.

18 36. Defendants intentionally and wrongfully discharged HERNANDEZ,
19 from the VESSEL on September 15, 2008. At the time HERNANDEZ was
20 wrongfully discharged he was owed compensation, including without limitation,
21 unpaid wages, benefits, severance, bonuses, overtime, dropped wages, vacation pay,
22 seniority pay and interest and penalties. HERNANDEZ has never been paid said
23 compensation by Defendants.

24 37. As a legal result of the said wrongful discharge and failure to pay said
25 compensation to HERNANDEZ, including without limitation, unpaid wages,
26 benefits, severance, bonuses, overtime, dropped wages, vacation pay, seniority pay
27 and interest and penalties, HERNANDEZ has a senior maritime lien against the
28 VESSEL.

1 substantial factor in causing harm and economic and non-economic damages to
2 HERNANDEZ in an amount to be proven at trial.

3 43. At all times relevant, OWNERS were guilty of oppression, fraud or
4 malice and/or acted intentionally or with a conscious disregard for the rights and well
5 being of HERNANDEZ. As a result, HERNANDEZ is entitled to recover punitive
6 damages against OWNERS.

7 VII.

8 **SIXTH CLAIM FOR RELIEF**

9 (Intentional or Negligent Interference with Prospective Advantage - By Plaintiff
10 HERNANDEZ Against OWNERS)

11 44. HERNANDEZ refers to and by this reference incorporates as though
12 fully set forth herein each and every allegation contained in Paragraphs 1 through 43,
13 above.

14 45. OWNERS knew that after HERNANDEZ was wrongfully discharged
15 that he would seek employment as a yacht captain on another U.S. flag yacht trading
16 in the waters of California and Mexico. OWNERS knew that serving as a captain on
17 a U.S. flag yacht like the VESSEL was very economically beneficial to
18 HERNANDEZ. OWNERS also knew that HERNANDEZ's primary means of
19 earning a living was as a yacht captain.

20 46. OWNERS intentionally or negligently engaged in wrongful conduct
21 more commonly described as "Black Balling" that was designed to interfere with or
22 disrupt the relationship between HERNANDEZ and other owners and operators of
23 U.S. flag yachts trading in the waters of California and Mexico.

24 47. HERNANDEZ has suffered damages and losses in an amount presently
25 unknown, but including unnecessarily incurred expenses, lost wages and benefits and
26 other damages in excess of \$50,000, the extent of which will be proven at trial.

27 48. OWNERS' misconduct in causing the injuries and damages to
28 HERNANDEZ was intentional, willful, malicious, oppressive and done with a

conscious disregard for HERNANDEZ's rights and was known of, encouraged, authorized and ratified by each of the Defendants. As a legal result HERNANDEZ is entitled to an award of punitive damages against OWNERS in an amount according to proof at trial.

VIII.

SEVENTH CLAIM FOR RELIEF

(Defamation - By Plaintiff HERNANDEZ Against OWNERS)

49. HERNANDEZ refers to and by this reference incorporates as though fully set forth herein each and every allegation contained in Paragraphs 1 through 48, above.

50. OWNERS have made one or more defamatory statements to persons other than HERNANDEZ, stating, among other things, that HERNANDEZ was an incompetent and dishonest captain and that he had committed a crime. The people who heard these defamatory statements understood that the statements referred to HERNANDEZ. The people who heard these defamatory statements by OWNERS reasonably understood the statements to mean that HERNANDEZ was an incompetent captain, a dishonest captain, a thief and a criminal. These defamatory statements were knowingly false or at a minimum OWNERS failed to use reasonable care to determine the truth or falsity of the statements.

51. The defamatory statements made by OWNERS about HERNANDEZ were a substantial factor in causing damage and harm to HERNANDEZ's reputation, trade, business, profession or occupation in an amount according to proof at trial. Further, HERNANDEZ incurred damages for unnecessarily incurred expenses and lost earnings as a result of the defamatory statements of OWNERS as well as shame, mortification and hurt feelings, all in an amount according to proof at trial.

52. OWNERS' defamatory statements were intentional, willful, malicious, oppressive and done with a conscious disregard for HERNANDEZ's rights and was known of, encouraged, authorized and ratified by each of the Defendants. As a legal

1 result HERNANDEZ is entitled to an award of punitive damages against OWNERS
2 in an amount according to proof at trial.

3 **IX.**

4 **EIGHTH CLAIM FOR RELIEF**

5 (Intentional Infliction of Emotional Distress - By Plaintiff HERNANDEZ Against
6 OWNERS)

7 53. HERNANDEZ refers to and by this reference incorporates as though
8 fully set forth herein each and every allegation contained in Paragraphs 1 through 52,
9 above.

10 54. OWNERS' conduct towards HERNANDEZ has been extreme and
11 outrageous.

12 55. OWNERS acted intentionally or with conscious disregard of the
13 probability that HERNANDEZ would suffer emotional distress, knowing that
14 HERNANDEZ was present when the conduct occurred.

15 56. HERNANDEZ suffered severe emotional distress with physical injury or
16 manifestation of same.

17 57. The conduct of OWNERS was a substantial factor in causing
18 HERNANDEZ severe emotional distress.

19 58. The conduct of OWNERS caused HERNANDEZ economic and non-
20 economic damages according to proof at trial.

21 59. OWNERS' conduct was intentional, willful, malicious, oppressive and
22 done with a conscious disregard for HERNANDEZ's rights and was known of,
23 encouraged, authorized and ratified by each of the Defendants. As a legal result
24 HERNANDEZ is entitled to an award of punitive damages against OWNERS in an
25 amount according to proof at trial.

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X.

NINTH CLAIM FOR RELIEF

(Negligent Infliction of Emotional Distress - By Plaintiff HERNANDEZ Against OWNERS)

60. HERNANDEZ refers to and by this reference incorporates as though fully set forth herein each and every allegation contained in Paragraphs 1 through 59, above.

61. OWNERS owed HERNANDEZ a duty to avoid negligently inflicting emotional distress as a result of their pre-existing relationship of employer and employee.

62. OWNERS breached their duty to HERNANDEZ by negligently subjecting HERNANDEZ to severe extreme and outrageous conduct.

63. OWNERS' extreme and outrageous conduct was done even though they knew HERNANDEZ would be present when the conduct occurred and knew that it was foreseeable that HERNANDEZ would suffer severe emotional distress as a result.

64. HERNANDEZ suffered severe emotional distress with physical injury or manifestation of same.

65. The conduct of OWNERS was a substantial factor in causing HERNANDEZ severe emotional distress.

66. The conduct of OWNERS caused HERNANDEZ economic and non-economic damages according to proof at trial.

XI.

TENTH CLAIM FOR RELIEF

(Jones Act by RUIZ against OWNERS)

67. RUIZ refers to and by this reference incorporates as though fully set forth herein each and every allegation contained in Paragraphs 1 through 66, above.

68. On or after September 15, 2008, while the VESSEL was in the Port of

1 Ensenada, Mexico, RUIZ was performing his regular duties aboard the VESSEL
 2 when he was assaulted and/or battered by PFEIFFER and other seamen hired by
 3 OWNERS during the Incidents. During the Incidents PFEIFFER and OWNERS'
 4 agents threatened RUIZ's life. The conduct of PFEIFFER and OWNERS was not
 5 only negligent and reckless but intentional, extreme and outrageous in a number of
 6 ways, including, but not limited to, the following:

- 7 a. Failing to provide Plaintiff with a reasonably safe place to which to
 8 work;
- 9 b. Failing to properly supervise its employees;
- 10 c. Failing to exercise ordinary care under the circumstances to have the
 11 VESSEL's training, equipment and work methods in such a condition
 12 that RUIZ would be able to perform his duties with reasonable safety;
- 13 d. Failing to abide by safety laws, regulations, statutes and customs and
 14 practice necessary for safety at sea, including failing to provide sufficient
 15 means for RUIZ to be safe from intruders in port;
- 16 e. Utilizing an unsafe work method that resulted in RUIZ being assaulted
 17 and battered by OWNERS' agents;
- 18 f. Failing to warn RUIZ in time to prevent assault and batteries;
- 19 g. Failure to provide adequate safety and security measures;
- 20 h. Allowing dangerous or unsafe work or manner of work;
- 21 i. Negligent orders, instructions or suggestions by PFEIFFER;
- 22 j. Failing to correct known dangerous conditions;
- 23 k. Failing to conduct a job hazard analysis; and,
- 24 l. Negligently hiring seaman or agents with a known vicious propensity for
 25 violence.

26 69. The foregoing acts or omissions occurred with either legal malice or the
 27 intentional or conscious disregard for the safety and rights of RUIZ.

28 70. As a legal result of the aforesaid negligent, reckless or intentional acts

1 and omissions, among others, OWNERS breached the duty of care they owed to
2 RUIZ.

3 71. As a legal result of OWNERS' negligence, recklessness and intentional
4 acts and omissions RUIZ sustained serious and grievous physical and emotional
5 injuries.

6 72. As a further legal result of OWNERS' negligence, recklessness or
7 intentional acts and omissions, RUIZ has sustained and will continue to sustain
8 damages, including and without limitation, general non-economic damages, special
9 economic damages, punitive damages, medical expenses, life care expenses,
10 emotional distress and pain and suffering, loss of Found, all of which will be
11 established at trial according to proof.

12 73. As a further legal result of OWNERS' negligence, recklessness and
13 intentional acts and omissions, RUIZ lost and will continue to lose wages, earnings,
14 income, and earning capacity, which will be established at trial according to proof.

15 74. RUIZ suffered severe emotional distress with physical manifestation or
16 harm as a result of the assault, battery and/or threats on his life made by OWNERS,
17 and their agents. Said conduct by OWNERS and its agents was extreme and
18 outrageous and intentionally or recklessly intended to cause physical harm and severe
19 emotional distress to RUIZ.

20 75. As a legal result of said negligent, reckless and intentional extreme and
21 outrageous conduct, RUIZ has suffered physical harm, severe emotional distress and
22 physical manifestation thereof and will continue to suffer same resulting in economic
23 and non-economic damages in an amount to be proven at trial.

24 XII.

25 **ELEVENTH CLAIM FOR RELIEF**

26 **(Unseaworthiness by RUIZ against All Defendants)**

27 76. RUIZ refers to and by that reference incorporates as though fully set
28 forth herein each and every allegation contained in paragraphs 1 through 75, above.

1 Because of the injuries suffered by RUIZ while in the service of the VESSEL, he was
 2 entitled to receive from Defendants prompt and adequate maintenance and cure.
 3 Defendants failed to provide promptly all maintenance and cure owed. As a legal
 4 result of the aforementioned failure of Defendants to provide promptly all
 5 maintenance and cure owing, RUIZ's injuries have been worsened thereby entitling
 6 him to recover all resulting damages and expenses, including pain and suffering and
 7 additional medical expenses as well as attorneys' fees and costs and other
 8 consequential special economic and general non-economic damages. Further, as a
 9 result of the aforesaid failure to pay promptly all maintenance and cure owing, RUIZ
 10 has a senior maritime lien against the VESSEL.

11 83. Further, Defendants' failure to provide promptly all maintenance and
 12 cure owed has been done willfully and arbitrarily. As a legal result, RUIZ is entitled
 13 to recover reasonable attorneys' fees and costs. For the purposes of the claim herein,
 14 recoverable attorneys' fees and costs include all reasonable attorneys' fees and costs
 15 expended on this case that are not solely related to the Jones Act and
 16 Unseaworthiness claims herein above alleged.

17 84. In failing or refusing to provide prompt maintenance and cure owed,
 18 Defendants were guilty of oppression, fraud or malice and/or acted intentionally or
 19 with a conscious disregard for the rights and well being of RUIZ. As a result, RUIZ
 20 is entitled to recover punitive damages against Defendants.

21 XIV.

22 **THIRTEENTH CLAIM FOR RELIEF**

23 (Unpaid Seamen's Wages and other Damages - By Plaintiff RUIZ Against All
 24 Defendants)

25 85. RUIZ refers to and by that reference incorporates as though fully set
 26 forth herein each and every allegation contained in Paragraphs 1 through 84, above.

27 86. At all times relevant, RUIZ fully, competently and faithfully performed
 28 service as a seaman for the VESSEL and satisfied all terms and conditions of his

1 employment by Defendants.

2 87. Defendants intentionally and wrongfully discharged RUIZ from the
3 VESSEL on September 15, 2008. At the time RUIZ was wrongfully discharged he
4 was owed compensation, including without limitation, unpaid wages, benefits,
5 severance, bonuses, overtime, dropped wages, vacation pay, seniority pay and interest
6 and penalties. RUIZ has never been paid said compensation by Defendants.

7 88. As a legal result of the said wrongful discharge and failure to pay said
8 compensation to RUIZ, including without limitation, unpaid wages, benefits,
9 severance, bonuses, overtime, dropped wages, vacation pay, seniority pay and interest
10 and penalties, RUIZ has a senior maritime lien against the VESSEL.

11 89. As a legal result of the said wrongful discharge and failure to pay said
12 compensation to RUIZ, including without limitation, unpaid wages, benefits,
13 severance, bonuses, overtime, dropped wages, vacation pay, seniority pay and interest
14 and penalties, RUIZ has sustained and will continue to sustain damages.

15 90. As of October 15, 2009, RUIZ was owed and is still owed damages in
16 the amount of \$132,144.96, for unpaid wages, benefits, severance, bonuses, overtime,
17 dropped wages, vacation pay, seniority pay and interest and penalties. Said amount
18 of damages has increased daily since October 15, 2009.

19 XV.

20 **FOURTEENTH CLAIM FOR RELIEF**

21 **(False Promise Concealment Fraud - By Plaintiff RUIZ Against OWNERS)**

22 91. RUIZ refers to and by that reference incorporates as though fully set
23 forth herein each and every allegation contained in Paragraphs 1 through 90, above.

24 92. When RUIZ was hired by OWNERS on or about July 18, 2005, as a
25 seaman to work aboard the VESSEL for wages, benefits and others compensation,
26 OWNERS made promises to RUIZ that were important to the transaction. OWNERS
27 did not intend to perform these promises when they made same. OWNERS intended
28 that RUIZ rely upon said promises and in fact RUIZ reasonably relied upon said

1 promises. Thereafter, OWNERS failed or refused to perform the promises. RUIZ's
 2 reliance on OWNERS' promises were a substantial factor in causing harm and
 3 damages to RUIZ in an amount to be proven at trial.

4 93. At all times relevant, OWNERS were guilty of oppression, fraud or
 5 malice and/or acted intentionally or with a conscious disregard for the rights and well
 6 being of RUIZ. As a result, RUIZ is entitled to recover punitive damages against
 7 OWNERS.

8 XVI.

9 **FIFTEENTH CLAIM FOR RELIEF**

10 (Intentional or Negligent Interference with Prospective Advantage - By Plaintiff
 11 RUIZ Against OWNERS)

12 94. RUIZ refers to and by this reference incorporates as though fully set
 13 forth herein each and every allegation contained in Paragraphs 1 through 93, above.

14 95. OWNERS knew that after RUIZ was wrongfully discharged that he
 15 would seek employment as a yacht crewmember on another U.S. flag yacht trading in
 16 the waters of California and Mexico. OWNERS knew that serving as a crewmember
 17 on a U.S. flag yacht like the VESSEL was very economically beneficial to RUIZ.
 18 OWNERS also knew that RUIZ's primary means of earning a living was as a yacht
 19 crewmember.

20 96. OWNERS intentionally or negligently engaged in wrongful conduct
 21 more commonly described as "Black Balling" that was designed to interfere with or
 22 disrupt the relationship between RUIZ and other owners and operators of U.S. flag
 23 yachts trading in the waters of California and Mexico.

24 97. RUIZ has suffered damages and losses in an amount presently unknown,
 25 but including unnecessarily incurred expenses, lost wages and benefits and other
 26 damages in excess of \$50,000, the extent of which will be proven at trial.

27 98. OWNERS' misconduct in causing the injuries and damages to RUIZ was
 28 intentional, willful, malicious, oppressive and done with a conscious disregard for

1 RUIZ's rights and was known of, encouraged, authorized and ratified by each of the
 2 Defendants. As a legal result RUIZ is entitled to an award of punitive damages
 3 against OWNERS in an amount according to proof at trial.

4 **XVII.**

5 **SIXTEENTH CLAIM FOR RELIEF**

6 **(Defamation - By Plaintiff RUIZ Against OWNERS)**

7 99. RUIZ refers to and by this reference incorporates as though fully set
 8 forth herein each and every allegation contained in Paragraphs 1 through 98, above.

9 100. OWNERS have made one or more defamatory statements to persons
 10 other than RUIZ, stating, among other things, that RUIZ was an incompetent and
 11 dishonest seaman and that he had committed a crime. The people who heard these
 12 defamatory statements understood that the statements referred to RUIZ. The people
 13 who heard these defamatory statements by OWNERS reasonably understood the
 14 statements to mean that RUIZ was an incompetent seaman, a dishonest seaman, a
 15 thief and a criminal. These defamatory statements were knowingly false or at a
 16 minimum OWNERS failed to use reasonable care to determine the truth or falsity of
 17 the statements.

18 101. The defamatory statements made by OWNERS about RUIZ were a
 19 substantial factor in causing damage and harm to RUIZ's reputation, trade, business,
 20 profession or occupation in an amount according to proof at trial. Further, RUIZ
 21 incurred damages for unnecessarily incurred expenses and lost earnings as a result of
 22 the defamatory statements of OWNERS as well as shame, mortification and hurt
 23 feelings, all in an amount according to proof at trial.

24 102. OWNERS' defamatory statements were intentional, willful, malicious,
 25 oppressive and done with a conscious disregard for RUIZ's rights and was known of,
 26 encouraged, authorized and ratified by each of the Defendants. As a legal result
 27 RUIZ is entitled to an award of punitive damages against OWNERS in an amount
 28 according to proof at trial.

XVIII.

SEVENTEENTH CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress - By Plaintiff RUIZ Against OWNERS)

103. RUIZ refers to and by this reference incorporates as though fully set forth herein each and every allegation contained in Paragraphs 1 through 102, above.

104. OWNERS' conduct towards RUIZ has been extreme and outrageous.

105. OWNERS acted intentionally or with conscious disregard of the probability that RUIZ would suffer emotional distress, knowing that RUIZ was present when the conduct occurred.

106. RUIZ suffered severe emotional distress with physical injury or manifestation of same.

107. The conduct of OWNERS was a substantial factor in causing RUIZ severe emotional distress.

108. The conduct of OWNERS caused RUIZ economic and non-economic damages according to proof at trial.

109. OWNERS' conduct was intentional, willful, malicious, oppressive and done with a conscious disregard for RUIZ rights and was known of, encouraged, authorized and ratified by each of the Defendants. As a legal result RUIZ is entitled to an award of punitive damages against OWNERS in an amount according to proof at trial.

XIX.

EIGHTEENTH CLAIM FOR RELIEF

(Negligent Infliction of Emotional Distress - By Plaintiff RUIZ Against OWNERS)

110. RUIZ refers to and by this reference incorporates as though fully set forth herein each and every allegation contained in Paragraphs 1 through 109, above.

111. OWNERS owed RUIZ a duty to avoid negligently inflicting emotional distress as a result of their pre-existing relationship of employer and employee.

112. OWNERS breached their duty to RUIZ by negligently subjecting RUIZ

1 to severe extreme and outrageous conduct.

2 113. OWNERS' extreme and outrageous conduct was done even though they
3 knew RUIZ would be present when the conduct occurred and knew that it was
4 foreseeable that RUIZ would suffer severe emotional distress as a result.

5 114. RUIZ suffered severe emotional distress with physical injury or
6 manifestation of same.

7 115. The conduct of OWNERS was a substantial factor in causing RUIZ
8 severe emotional distress.

9 116. The conduct of OWNERS caused RUIZ economic and non-economic
10 damages according to proof at trial.

11 XX.

12 PRAAYER

13 WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them,
14 as follows:

- 15 1. That process and due form of law, according to the practices of this Honorable
16 Court in causes of admiralty and maritime jurisprudence may issue against M/Y
17 NICE TRY (ex. ON THE EDGE), U.S.C.G. Official Number 1110009, her
18 engines, tackle, apparel, furniture, and appurtenances, *in rem* and that all
19 persons having or claiming any interest therein be cited to appear and answer,
20 under oath, all and singular the matters; that Plaintiffs have judgments for their
21 damages aforesaid, with interest and costs; and that M/Y NICE TRY (ex. ON
22 THE EDGE), U.S.C.G. Official Number 1110009, her engines, tackle, apparel,
23 furniture, and appurtenances be condemned and sold to satisfy Plaintiffs'
24 judgments;
- 25 2. That process and due form of law according to the practice of this Honorable
26 Court issue against Defendants, citing them to appear and answer all and
27 singular the matters aforesaid;
- 28 3. That HERNANDEZ may have joint and several judgments *in personam* on the

FIRST, SECOND, THIRD, FIFTH, SIXTH, SEVENTH, EIGHTH and NINTH CLAIMS FOR RELIEF against Defendants SCOTT CHRISTIAN PFEIFER, IRA RONALD CADWELL, ON THE EDGE LLC, SONORA WEST DEVELOPMENT COMPANY AND DOES 1 THROUGH 20, for his general non-economic, special economic, punitive and other allowable damages in an amount in excess of \$1,000,000 according to proof at trial;

4. That HERNANDEZ may have judgment against M/Y NICE TRY (ex. ON THE EDGE), U.S.C.G. Official Number 1110009, her engines, tackle, apparel, furniture, and appurtenances, *in rem*, on the FOURTH CLAIM FOR RELIEF for unpaid wages and other compensation owed, including without limitation, unpaid wages, benefits, severance, bonuses, overtime, dropped wages, vacation pay, seniority pay and interest and penalties in the amount of \$515,370.57, as of October 15, 2009, as well as amounts that have accrued thereafter to the date of judgment.

5. That HERNANDEZ may have judgment against M/Y NICE TRY (ex. ON THE EDGE), U.S.C.G. Official Number 1110009, her engines, tackle, apparel, furniture, and appurtenances, *in rem* on the FIRST, SECOND, THIRD, FIFTH, SIXTH, SEVENTH, EIGHTH and NINTH CLAIMS FOR RELIEF for his general non-economic, special economic, punitive and other allowable damages in an amount in excess of \$1,000,000 according to proof at trial;

6. That HERNANDEZ may have joint and several judgments *in rem* and *in personam* as allowed by law on all his CLAIMS FOR RELIEF against all Defendants for his reasonable attorneys' fees and costs in an amount according to proof at trial;

7. That HERNANDEZ may have joint and several judgments *in rem* and *in personam* as allowed by law on all his CLAIMS FOR RELIEF against all Defendants for prejudgment interest in an amount according to proof at trial;

8. That HERNANDEZ be awarded joint and several judgments for costs of suit *in*

1 *rem* and *in personam* as allowed by law in an amount according to proof at trial
2 on all his CLAIMS FOR RELIEF;

3 9. That HERNANDEZ be awarded as allowed by law joint and several judgments
4 *in rem* and *in personam* for the costs and expenses associated with arresting
5 and maintaining the VESSEL pending her sale as *custodial legis* administrative
6 costs;

7 10. That RUIZ may have joint and several judgments *in personam* on the TENTH,
8 ELEVENTH, TWELFTH, FOURTEENTH, FIFTEENTH, SIXTEENTH,
9 SEVENTEENTH and EIGHTEENTH CLAIMS FOR RELIEF against
10 Defendants SCOTT CHRISTIAN PFEIFER, IRA RONALD CADWELL, ON
11 THE EDGE LLC, SONORA WEST DEVELOPMENT COMPANY AND
12 DOES 1 THROUGH 20, for his general non-economic, special economic,
13 punitive and other allowable damages in an amount in excess of \$1,000,000
14 according to proof at trial;

15 11. That RUIZ may have judgment against M/Y NICE TRY (ex. ON THE EDGE),
16 U.S.C.G. Official Number 1110009, her engines, tackle, apparel, furniture, and
17 appurtenances, *in rem*, on the THIRTEENTH CLAIM FOR RELIEF for unpaid
18 wages and other compensation owed, including without limitation, unpaid
19 wages, benefits, severance, bonuses, overtime, dropped wages, vacation pay,
20 seniority pay and interest and penalties in the amount of \$132,144.96, as of
21 October 15, 2009, as well as amounts that have accrued thereafter to the date of
22 judgment;

23 12. That RUIZ may have judgment against M/Y NICE TRY (ex. ON THE EDGE),
24 U.S.C.G. Official Number 1110009, her engines, tackle, apparel, furniture, and
25 appurtenances, *in rem*, on the TENTH, ELEVENTH, TWELFTH,
26 FOURTEENTH, FIFTEENTH, SIXTEENTH, SEVENTEENTH and
27 EIGHTEENTH CLAIMS FOR RELIEF for his general non-economic, special
28 economic, punitive and other allowable damages in an amount in excess of

1 \$1,000,000 according to proof at trial.

2 13. That RUIZ may have joint and several judgments *in rem* and *in personam* as
3 allowed by law on ALL CLAIMS FOR RELIEF against all Defendants for his
4 reasonable attorneys' fees and costs in an amount according to proof at trial;

5 14. That RUIZ may have joint and several judgments *in rem* and *in personam* as
6 allowed by law on ALL CLAIMS FOR RELIEF against all Defendants for
7 prejudgment interest in an amount according to proof at trial;

8 15. That RUIZ be awarded joint and several judgment for costs of suit *in rem* and
9 *in personam* as allowed by law in an amount according to proof at trial;

10 16. That RUIZ be awarded as allowed by law joint and several judgments *in rem*
11 and *in personam* the costs and expenses associated with arresting and
12 maintaining the VESSEL pending her sale as *custodial legis* administrative
13 costs; and,

14 17. That HERNANDEZ and RUIZ be awarded such other and further relief as this
15 Honorable Court deems just and proper.

16
17 DATED: June 2, 2010

BANNING LLP

18
19
20 By: 

21 WILLIAM L. BANNING
JESSICA L. VOSS

22 Attorneys for Plaintiffs HERNANDEZ
23 and RUIZ
24
25
26
27
28

XXI.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury in this action on all CLAIMS
FOR RELIEF.

DATED: June 2, 2010

BANNING LLP

By: 

WILLIAM L. BANNING
JESSICA L. VOSS

Attorneys for Plaintiffs HERNANDEZ
and RUIZ

XXII.

**VERIFICATION OF SEAMEN'S COMPLAINT FOR JONES ACT
NEGLIGENCE, UNSEAWORTHINESS, MAINTENANCE AND CURE,
UNPAID WAGES, FRAUD, INTERFERENCE WITH PROSPECTIVE
ADVANTAGE, DEFAMATION, INTENTIONAL AND NEGLIGENT
INFLICTION OF EMOTIONAL DISTRESS;
DEMAND FOR JURY TRIAL**

I, WILLIAM L. BANNING, the undersigned, say:

I am the attorney of record for Plaintiffs in this action.

I have personally conducted an investigation of the facts alleged in the
complaint hereto. My investigation of the facts has included, without limitation, the
interviewing of the Plaintiffs, the interviewing of crew eyewitnesses to the Incidents;
the review of newspaper articles concerning the Incidents; the interviewing of crew
eyewitnesses with respect to the terms and conditions of Plaintiffs' employment and

1 their service aboard the VESSEL; the interviewing of crew eyewitnesses with respect
 2 to the wrongful termination of HERNANDEZ and RUIZ and the assaults and/or
 3 batteries committed against them; the viewing of photographs of the VESSEL; the
 4 viewing of the VESSEL's mooring site in San Diego; research into governmental
 5 records, including without limitation, the relevant documentation records of the U.S.
 6 Coast Guard concerning the VESSEL; and, relevant Secretary of State records of the
 7 States of California and Arizona concerning Defendants.

8 I have been practicing admiralty and maritime law for over thirty years. I have
 9 been counsel for seaman on numerous cases where we have affected service on the
 10 Vessel by arrest. I have read the foregoing Seamen's Verified Complaint for Jones
 11 Act Negligence, Unseaworthiness, Maintenance and Cure, Unpaid Wages, Fraud,
 12 Interference with Prospective Advantage, Defamation, Intentional and Negligent
 13 Infliction of Emotional Distress; Demand for Jury Trial and know the contents
 14 thereof. Based upon my personal knowledge obtained through the aforesaid
 15 investigation and research, the allegations of the complaint are true to the best of my
 16 knowledge and belief. As a result of the facts of this case, Plaintiffs have maritime
 17 liens senior to any mortgage on the VESSEL.

18 I am making this verification on behalf of Plaintiffs because they live in
 19 Mexico and presently cannot be available in the District to sign this verification. I
 20 have been authorized by Plaintiffs to make this verification on their behalf.

21 Executed on this 2nd of June, 2010, at San Diego, California.

22 I declare under penalty of perjury under the laws of the United States of
 23 America that the foregoing is true and correct.

24
 25
 26
 27
 28

 WILLIAM L. BANNING

CIVIL COVER SHEET

JS 44 (Rev. 12/07)

The JS 44 Civil Cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

PEDRO HERNANDEZ ROBLES and JOSE IGNACIO
RUIZ TARANGO

DEFENDANTS

See attachment

2010 JUN -3 PM 3:11

CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant San Diego

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

(c) Attorney's (Firm Name, Address, and Telephone Number)
William L. Banning, SBN 75757
Banning LLP
402 W. Broadway, Suite 1790
San Diego, CA 92117
(619) 230-0030

10 CV 1195 H

BGS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input checked="" type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL PROPERTY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Jones Act Negligence, Unseaworthiness, Maintenance and Cure, Unpaid Wages, Fraud, Interference with Prospective Advantage, Defamation, Intentional & Negligent Infliction of
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 0.00

☐ CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

June 2, 2010

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

CSDJS44

No Fee Required

1 Attachment to Civil Cover Sheet

2 Defendants:

3
4 M/Y NICE TRY (ex. ON THE EDGE), U.S.C.G. Official Number 1110009, her
5 engines, tackle, apparel, furniture, and appurtenances, *in rem*, SCOTT
6 PFEIFFER, a citizen of Arizona, IRA RONALD CADWELL, an individual of
7 unknown citizenship, ON THE EDGE, LLC, an Arizona Limited Liability
8 Company, SONORA WEST DEVELOPMENT, INC., an Arizona corporation, *in*
9 *personam* and DOES 1 through 20, inclusive,
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